

CITY OF FAIRFIELD

RESOLUTION NO. 2017 - 210

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD APPROVING
PLANS AND SPECIFICATIONS AND AWARDED A CONTRACT TO CHRISP
COMPANY, INC., FOR THE FY2017/18 ON-CALL SIGNING AND STRIPING
MAINTENANCE CONTRACT**

WHEREAS, the purpose of the FY 2017/18 On-Call Signing and Striping Maintenance Contract is to perform on-call maintenance work for the replacement of traffic signs and striping; and

WHEREAS, the bid advertisement informed perspective bidders that the on-call contract will be awarded to the lowest responsive bidder in an amount not to exceed \$200,000; and

WHEREAS, each bidder was required to complete the same bid schedule which included assumed quantities for the various types of striping and signing maintenance work; and

WHEREAS, the bid opening for the FY 2017/18 On-Call Signing and Striping Maintenance Contract took place on July 26, 2017; and

WHEREAS, the apparent low bidder was Chrisp Company, Inc., with a submitted bid amount of \$141,600 for the bid schedule which included assumed quantities.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:

Section 1. The plans and specifications for FY 2017/18 On-Call Signing and Striping Maintenance Contract are hereby approved.

Section 2. The City Manager is authorized to enter into a contract with Chrisp Company, Inc., for the FY 2017/18 On-Call Signing and Striping Maintenance Contract in an amount not to exceed \$200,000.

Section 3. The City Manager is hereby authorized to implement the above-mentioned contract.

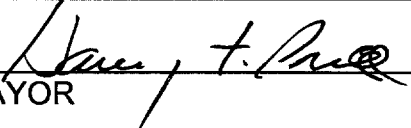
PASSED AND ADOPTED this 5th day of September, 2017, by the following vote:

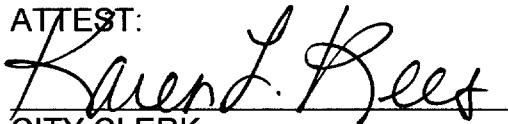
AYES: COUNCILMEMBERS: PRICE/TIMM/BERTANI/MOY/VACCARO

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: NONE

ABSTAIN: COUNCILMEMBERS: NONE


MAYOR

ATTEST:

CITY CLERK
pw

ARTICLES OF AGREEMENT

THIS AGREEMENT, made on the day of October 23, 2017, by and between the CITY OF FAIRFIELD, party of the first part, hereinafter called the CITY, and CHRISP COMPANY, party of the second part, hereinafter called the CONTRACTOR.

It is understood Engineer representing the CITY shall be the City Engineer of Fairfield, acting directly or through properly authorized agents.

WITNESSETH, that the CONTRACTOR and the CITY, for the consideration hereinafter named, agree as follows:

I. SCOPE OF WORK

The CONTRACTOR hereby agrees to furnish all of the materials and all of the equipment and labor necessary and to perform all of the work shown on the plans and described in the specifications for the project entitled:

FY2017/18 ON-CALL SIGNING AND STRIPING MAINTENANCE PROJECT

all in accordance with the requirements and provisions of the following Documents which are hereby made a part of this Agreement:

- a. Advertisement for Bids.
- b. The Accepted Bid, dated July 26, 2017.
- c. Instructions to Bidders.
- d. Specifications consisting of:
 - 1) Special Provisions.
 - 2) City of Fairfield Standard Details and Specifications, 2015 edition.
 - 3) Standard Specifications issued by State of California, Department of Transportation, Division of Highways, dated 2015.
- e. Performance Bond, dated October 10, 2017.
- f. Labor and Material Bond, dated October 10, 2017.

All of said documents are intended to cooperate so that any work called for in one and not mentioned in another, or vice versa, is to be executed and performed the same as if mentioned in all of said documents. Said documents, comprising the complete Contract, are sometimes hereinafter referred to as the Contract Documents. Should there be any conflict between the terms of this instrument and the bid or proposal of CONTRACTOR or any of the other Contract Documents, this instrument shall control.

II. TIME OF COMPLETION

- a. The work to be completed under this Contract under each Work Order shall be

commenced upon written notice to proceed for each Work Order.

- b. The work shall not be limited to a specific number of working days; however the work required in all Work Orders shall be completed prior to contract expiration, September 30, 2018.
- c. Liquidated Damages for delay in completion of work shall not be collected. Unsatisfactory performance by the Contractor may result in the cancellation of the contract as defined in part VI of this contract.

III. CONTRACT SUM

- a. The CITY shall pay to the CONTRACTOR for the performance of each Work Order under this Contract the amounts determined for the total number of each of the following units of work completed at the unit price stated thereafter. The number of units contained in the attached schedule is approximate only, and the final payment for each Work Order shall be made for the actual number of units in each line item that are incorporated in or made necessary by the work covered by that Work Order.
- b. Extra work not included in Article I, but authorized after the date of the Contract that cannot be classified as coming under any of the Contract units, may be done at mutually agreed-upon unit prices, or on a lump sum basis, or under the provisions of Section 9 of the City of Fairfield Standard Specifications and Details General Provisions.

IV. OPTION TO RENEW

By mutual agreement, the CITY and the CONTRACTOR may enter into an agreement for extension of this agreement for a period of an additional twelve (12) months upon the same terms and conditions set forth herein with a negotiated adjustment not to exceed the October CPI, of the current contract year, for the San Francisco/Bay Area Urban Wage Earner. No more than two extensions will be granted of this agreement. New work would be added at a cost increase agreed to by the CONTRACTOR and the CITY prior to beginning the work.

FY2017/18 ON-CALL SIGNING AND STRIPING MAINTENANCE PROJECT

BID SCHEDULE

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
1	Traffic Control Flagging	HR	30	\$150.00	\$4,500.00
2	AC Grinding, Striping, Pavement Legend, Marking, and Raised Pavement Marker Removal	SF	5,000	\$2.00	\$10,000.00
3	Sign Removal, Disposal and Salvage	EA	50	\$35.00	\$1,750.00
4	Place Non-Reflective Ceramic Markers	LF	500	\$1.00	\$500.00
5	Place Reflective Ceramic Markers	LF	500	\$0.50	\$250.00
6	4" Thermoplastic White\Yellow Stripe (non-double)	LF	5,000	\$0.60	\$3,000.00
7	4" Thermoplastic White\Yellow Detail 1 & 8	LF	10,000	\$0.40	\$4,000.00
8	4" Thermoplastic White\Yellow Detail 2 & 9	LF	10,000	\$0.50	\$5,000.00
9	4" Thermoplastic Double Yellow Detail 22	LF	5,000	\$1.50	\$7,500.00
10	4" Thermoplastic Double Left Edge Detail 29	LF	5,000	\$3.00	\$15,000.00
11	4" Thermoplastic Channelizing Line Detail 38	LF	5,000	\$1.50	\$7,500.00
12	4" Thermoplastic White\Yellow Lane Line Extension Detail 40 & 41	LF	500	\$2.00	\$1,000.00
13	6" Thermoplastic Bike Lane Line Detail 39/39A	LF	1,000	\$0.75	\$750.00
14	12" Thermoplastic Lines	LF	1,000	\$4.00	\$4,000.00
15	Thermoplastic "Stop" Legend	EA	20	\$110.00	\$2,200.00
16	Thermoplastic "Bike Lane" Legend	EA	50	\$85.00	\$4,250.00
17	Thermoplastic "Keep Clear" Legend	EA	10	\$255.00	\$2,550.00
18	Thermoplastic 24' Through & Turn Arrow Type II Legend (L & R)	EA	10	\$225.00	\$2,250.00
19	Thermoplastic 24' Turn Arrow Type III Legend (L & R)	EA	20	\$210.00	\$4,200.00
20	Thermoplastic Yield Line (White\Yellow) Legend	EA	50	\$200.00	\$10,000.00
21	Thermoplastic Shared Lane Legend (Figure 9C-9)	EA	10	\$85.00	\$850.00
22	All Other Thermoplastic Legends (Rectangular Measured)	SF	2,000	\$3.00	\$6,000.00
23	Thermoplastic Advanced Warning for Speed Hump (Fig 3B-30 Option A & Fig 3B-31)	EA	10	\$120.00	\$1,200.00
24	Painted "Stop" Legend	EA	20	\$40.00	\$800.00
25	Painted "Bike Lane" Legend	EA	50	\$40.00	\$2,000.00
26	Painted "Keep Clear" Legend	EA	10	\$95.00	\$950.00
27	Painted 24' Through & Turn Arrow Type II Legend (L & R)	EA	10	\$80.00	\$800.00
28	Painted 24' Turn Arrow Type III Legend (L & R)	EA	20	\$75.00	\$1,500.00
29	Painted Yield Line (White\Yellow)	EA	50	\$70.00	\$3,500.00
30	Painted Shared Lane Legend (Figure 9C-9)	EA	10	\$40.00	\$400.00
31	All Other Painted Legends (Rectangular Measured)	SF	2,000	\$1.00	\$2,000.00

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
32	4" Painted White\Yellow Stripe (non-double)	LF	5,000	\$0.30	\$1,500.00
33	4" Painted White\Yellow Detail 1 & 8	LF	10,000	\$0.15	\$1,500.00
34	4" Painted White\Yellow Detail 2 & 9	LF	10,000	\$0.22	\$2,200.00
35	4" Painted Double Yellow Detail 22	LF	5,000	\$0.50	\$2,500.00
36	4" Painted Double Left Edge Detail 29	LF	5,000	\$1.00	\$5,000.00
37	4" Painted Channelizing Line Detail 38	LF	5,000	\$0.50	\$2,500.00
38	4" Painted White\Yellow Lane Line Extension Detail 40 & 41	LF	500	\$1.00	\$500.00
39	6" Painted Bike Lane Line Detail 39/39A	LF	1,000	\$0.40	\$400.00
40	12" Painted Lines	LF	1,000	\$1.75	\$1,750.00
41	Painted Advanced Warning for Speed Hump (Fig 3B-30 Option A & Fig 3B-31)	EA	10	\$55.00	\$550.00
42	Install Road Sign and Street Name Sign	EA	30	\$400.00	\$12,000.00
43	Curb Painting	LF	500	\$2.00	\$1,000.00

TOTAL BID = \$ 141,600.00

All quantities for all bid items can vary by any amount with no change in unit price.

The total contract price for services rendered by CONTRACTOR under this Agreement shall not exceed Two Hundred Thousand Dollars (\$200,000).

Payment shall be made to CONTRACTOR based on the contract unit prices for individually issued task orders.

V. PROHIBITED INTERESTS

No employee of the City of Fairfield shall have any direct financial interest in this contract. This contract shall be voidable at the option of the City if this provision is violated.

VI. WORKERS' COMPENSATION

Contractor hereby certifies that Contractor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Contractor will comply with such provisions before commencing the performance of the work of this contract.

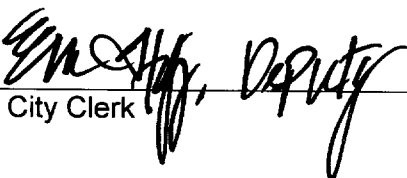
VII. CANCELLATION OF CONTRACT

This Contract may be canceled at any time by the City at its discretion upon written notification to Contractor. Contractor is entitled to receive full payment for all services performed and all costs incurred up to and including the date of receipt of written notice to cease work on the project. Contractor shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work. All completed and incomplete products up to the date of receipt of written notice to cease work shall become the property of City.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

WITNESS:


CITY OF FAIRFIELD


City Clerk

By: 
City Manager



CHRISP COMPANY

By: 
DAVID L. MORRIS

EXECUTIVE VICE PRESIDENT
Title

Licensed in accordance with an act providing for the registration of contractors.

Contractor's License:

a. Class: A, C-13, C-32
b. Number: 374600
c. Expiration Date: 05/31/2019
FEI Number: C0908398